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Attorney for Plaintiff Gerald H. Davis, Chapter 7 Trustee

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF CALIFORNIA**

In re	) Case No. 07-06112-A7
STEELE FRAME BUILDING	) Adv. Proc. No. 09-90417-LA
SYSTEMS, INC.,	)
Debtor.	) <b>FIRST AMENDED COMPLAINT FOR</b>
	) <b>AVOIDANCE AND RECOVERY OF</b>
	) <b>PREFERENTIAL AND FRAUDULENT</b>
	) <b>TRANSFERS OF PROPERTY AND</b>
	) <b>FOR TURNOVER AND OTHER</b>
GERALD H. DAVIS, TRUSTEE,	) <b>RELIEF [11 U.S.C. §§ 542, 544, 547, 548,</b>
Plaintiff,	) <b>550 AND CALIFORNIA CIVIL CODE</b>
	) <b>§§ 3439.04 AND 3439.05]</b>
v.	)
THE ASHLEY 1989 TRUST UNDER	)
DECLARATION OF TRUST DATED	)
AUGUST 11, 1989, MELANIE JOY	)
KELLY, SUCCESSOR TRUSTEE;	)
JAMES L. DALEY, an individual;	)
JULIA LYNN KIRBY, an individual;	)
SHAWN SETTERBERG, an individual;	)
and MICHELLE SETTERBERG, an	)
individual,	)
Defendants.	)

Plaintiff, Gerald H. Davis, Chapter 7 Trustee ("Plaintiff"), alleges as follows:

**JURISDICTION AND VENUE**

1. This adversary proceeding is brought pursuant to 11 U.S.C. §§ 542, 544, 547, 548 and 550 and Rule 7001 of the Federal Rules of Bankruptcy Procedure.

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6           4.       Venue of this adversary proceeding is proper in this Court pursuant to 28  
7       U.S.C. § 1409(a).

11 || **PARTIES**

13           7. Plaintiff is informed and believes, and on that basis alleges, that at all relevant  
14 times, Steele Frame Building Systems, Inc. (“Debtor”) was and is a corporation organized  
15 and existing under the laws of the State of California conducting business in the County of  
16 San Diego, State of California.

22           9. Plaintiff is informed and believes, and on that basis alleges, that at all relevant  
23 times, Defendant James L. Daley (“Daley”) was a resident of the County of San Diego, State  
24 of California.

28

13. Plaintiff is informed and believes and thereon alleges, that at all times mentioned herein, Defendant Julia Lynn Kirby was a resident of the County of San Diego, State of California.

14. Plaintiff is informed and believes and on that basis alleges, that on or about November 23, 2005, Debtor obtained a \$100,000, loan from the Ashley Trust secured by a Deed of Trust encumbering the Debtor's sole asset, an 82.94 acre parcel of vacant land located in Alpine, California ("Property"). A copy of the Deed of Trust recorded November 23, 2005 with the office of the San Diego County Recorder as Instrument No. 2005-1015185 is attached hereto as Exhibit "A" and incorporated herein by reference.

16. Plaintiff is informed and believes and on that basis alleges, that on or about December 29, 2006, Debtor allegedly obtained a \$558,000, loan from Shawn Setterberg and Michelle Setterberg, husband and wife as Joint Tenants as to a 25% interest and James L. Daley a married man as his sole and separate property as to a 75% interest, as tenants in common secured by a Deed of Trust encumbering the Property recorded January 11, 2007 with the office of the San Diego County Recorder as Instrument No. 2007-0023446. A copy of the Deed of Trust recorded January 11, 2007 with the office of the San Diego County

1 Recorder as Instrument No. 2007-0023446 is attached hereto as Exhibit "C" and  
2 incorporated herein by reference.

3 17. Plaintiff is informed and believes and on that basis alleges, that on or about  
4 August 20, 2007, Debtor obtained a \$350,000, loan from the Ashley Trust encumbering the  
5 Property. A copy of the Deed of Trust recorded August 20, 2007 with the office of the San  
6 Diego County Recorder as Instrument No. 2007-0554414 is attached hereto as Exhibit "D"  
7 and incorporated herein by reference.

8 18. Plaintiff is informed and believes and thereon alleges, that on or about October  
9 2006, Darren and Dominique Tharp ("Tharp") commenced litigation against the Debtor for  
10 rescission and damages stemming from their attempted purchase of the property. Plaintiff is  
11 further informed and believes that a judgment was rendered in Tharp's favor on or about  
12 August 30, 2007 in the approximate amount of \$550,000. Plaintiff is further advised that  
13 the Tharps recorded a notice of judgment lien on or about September 24, 2007, and that the  
14 Debtor's bankruptcy filing precluded the Tharp's recordation of an abstract of judgment.

15 19. Plaintiff is informed and believes and on that basis alleges, that commencing  
16 November 23, 2005 through the date of filing of the petition, Debtor made various transfers  
17 to Daley in the approximate total sum of \$575,777.00.

18 **FIRST CLAIM FOR RELIEF**

19 **(To Avoid Preferential Transfers Pursuant to 11 U.S.C.**

20 **§§547 and 550 Against Defendant Ashley Trust)**

21 20. Plaintiff repeats and incorporates herein by this reference the allegations  
22 contained in paragraphs 1-19 inclusive, of this Complaint.

23 21. Plaintiff is informed and believes and on that basis alleges, that on or about  
24 August 20, 2007, Debtor transferred the sum of \$124,000, to the Ashley Trust in satisfaction  
25 of the November 23, 2005 Deed of Trust. A copy of the Full Reconveyance of the  
26 November 23, 2005 Deed of Trust recorded August 20, 2007 with the office of the San  
27 Diego County Recorder as Instrument No. 2007-0554412 is attached hereto as Exhibit "E"  
28 and incorporated herein by reference.

22. Plaintiff is informed and believes, and on that basis alleges, that the transfer of approximately \$124,000, made by Debtor to the Ashley Trust on August 20, 2007 as referenced in the above paragraph 21 represented the transfer of an interest of the Debtor in property:

- (1) to or for the benefit of a creditor;
- (2) for or on account of an antecedent debt owed by the Debtor before such transfer was made;
- (3) made while the Debtor was insolvent;
- (4) made —
  - (a) on or within 90 days before the date of the filing of the petition; or
  - (b) between ninety days and one year before the date of the filing of the petition, if such creditor at the time of such transfer was an insider; and
- (5) that enables such creditor to receive more than such creditor would receive if —
  - (a) the case were a case under chapter 7 of this title;
  - (b) the transfer had not been made; and
  - (c) such creditor received payment of such debt to the extent provided by the provisions of this title.

23. Plaintiff seeks to avoid the transfer of \$124,000, referenced in the above paragraph 21 of this Complaint, and recover, for the benefit of the estate, the property transferred, or, if the Court so orders, the value of such property, from (a) the initial transferee of such transfer or the entity for whose benefit such transfer was made; or (b) any immediate or mediate transferee of such initial transferee.

## **SECOND CLAIM FOR RELIEF**

**(To Avoid Preferential Transfers Pursuant to 11 U.S.C.**

**§§547 and 550 Against Defendant Daley)**

24. Plaintiff repeats and incorporates herein by this reference the allegations contained in paragraphs 1-19, inclusive, of this Complaint.

25. Plaintiff is informed and believes, and on that basis alleges, that on or about August 20, 2007, Debtor transferred the approximate sum of \$225,777, to Daley.

26. Plaintiff is informed and believes, and on that basis alleges, that the transfer of approximately \$225,777, made by Debtor to Daley on or about August 20, 2007 as referenced in the above paragraph 25 represented the transfer of an interest of the Debtor in property

(1) to or for the benefit of a creditor;

(2) for or on account of an antecedent debt owed by the Debtor

before such transfer was made;

(3) made while the Debtor was insolvent;

(4) made —

(a) on or within 90 days before the date of the filing of the petition; or

(b) between ninety days and one year before the date of the filing of the petition, if such creditor at the time of such transfer was an insider; and

(5) that enables such creditor to receive more than such creditor would receive if —

(a) the case were a case under chapter 7 of this title;

(b) the transfer had not been made; and

(c) such creditor received payment of such debt to the extent provided by the provisions of this title.

27. Plaintiff seeks to avoid the transfer of approximately \$225,777 referenced in the above paragraph 25 of this Complaint, and recover, for the benefit of the estate, the property transferred, or, if the Court so orders, the value of such property, from (a) the initial

transferee of such transfer or the entity for whose benefit such transfer was made; or (b) any immediate or mediate transferee of such initial transferee.

### **THIRD CLAIM FOR RELIEF**

#### **(To Avoid Fraudulent Transfer of Property Pursuant to 11 U.S.C. § 544 and California Civil Code §3439.04 - Against Defendant Daley)**

28. Plaintiff realleges and incorporates herein by this reference the allegations contained in paragraphs 1 through 19, inclusive, of this Complaint.

29. Plaintiff is informed and believes and on that basis alleges that commencing November 23, 2005 through the date of filing of the petition, Debtor made various transfers to Daley or Daley related entities in the approximate total sum of \$575,777.00.

30. Plaintiff is informed and believes, and on that basis alleges, that Plaintiff is a hypothetical lien creditor pursuant to 11 U.S.C. §544.

31. Plaintiff is informed and believes, and on that basis alleges, that the transfers made by the Debtor to Daley of \$575,777.00, as alleged in paragraph 27 herein were made:

- (i) With actual intent to hinder, delay or defraud any creditors of the Debtor.
- (ii) Without receiving any reasonably equivalent value in exchange for the transfer or obligation, and the Debtor either:
  - (a) Was engaged or was about to engage in a business or transaction for which the remaining assets of the Debtor were unreasonably small in relation to the business or transaction;
  - (b) Intended to incur, or believed or reasonably should have believed that Debtor would incur, debts beyond its ability to pay as they became due.

32. Plaintiff is informed and believes, and on that basis alleges, that the transfers of \$575,777.00, referenced in paragraph 29 herein were fraudulent as to a creditor, whether the creditor arose before or after the transfer was made or the obligation was incurred and the Plaintiff is authorized to avoid the transfer and to recover judgment for the value of the



1 asset transferred or the amount necessary to satisfy the creditor's claims whichever is less  
2 with said judgment being entered against the first transferee of the asset or the person for  
3 whose benefit the transfer was made or any subsequent transferee other than a good faith  
4 transferee who took for value or from any subsequent transferee.

5 **FOURTH CLAIM FOR RELIEF**

6 **(To Avoid Fraudulent Transfer of Property Pursuant to 11 U.S.C. §544 and**  
7 **California Civil Code §3439.05 - Against Defendant Daley)**

8 33. Plaintiff realleges and incorporates herein by this reference the allegations  
9 contained in paragraphs 1 through 19, and 29, inclusive, of this Complaint.

10 34. Plaintiff is informed and believes, and on that basis alleges, that the transfers  
11 of approximately \$575,777.00, referenced in the above paragraph 29 herein were fraudulent  
12 as to a creditor whose claim arose before the transfer was made or the obligation was  
13 incurred if the Debtor made the transfer or incurred the obligation without receiving  
14 reasonably equivalent value in exchange for the transfer or obligation and the Debtor was  
15 insolvent at that time or the Debtor became insolvent as a result thereof.

16 35. Plaintiff is informed and believes, and on that basis alleges, that the transfers  
17 of approximately \$575,777.00, referenced in the above paragraph 29 herein were fraudulent  
18 and the Plaintiff is authorized to avoid the transfer and to recover judgment for the value of  
19 the asset transferred or the amount necessary to satisfy the creditor's claims whichever is  
20 less with said judgment being entered against the first transferee of the asset or the person  
21 for whose benefit the transfer was made or any subsequent transferee other than a good faith  
22 transferee who took for value or from any subsequent transferee.

23 **FIFTH CLAIM FOR RELIEF**

24 **(To Avoid Fraudulent Transfer of Property Pursuant to 11 U.S.C. § 548**  
25 **Against Defendant Daley)**

26 36. Plaintiff realleges and incorporates herein by this reference the allegations  
27 contained in paragraphs 1 through 19 and 29, inclusive, of this Complaint.  
28



7 (B) Received less than a reasonably equivalent value in exchange for such  
8 transfer or obligation; and

11 (D) Was engaged in business or transaction or was about to engage in  
12 business or transaction for which any property remaining with the Debtor was an  
13 unreasonably small capital; or

14 (E) Intended to incur, or believed that the Debtor would incur, debts that  
15 would be beyond the Debtor's ability to pay as such debts matured.

16           38. Plaintiff is informed and believes, and on that basis alleges, that pursuant to  
17 11 U.S.C. Section 550, Plaintiff may avoid the transfers of \$575,777, set forth in the above  
18 in the above paragraph 29 herein and recover the sums transferred, or if the court so orders,  
19 from the initial transferee of such transfer or the entity for whose benefit the transfer was  
20 made or any immediate or mediate transferee as such initial transferee.

**(To Avoid Fraudulent Transfer of Property Pursuant to 11 U.S.C. § 544 and  
California Civil Code §3439.04 - Against Defendant SS and MS)**

24           39. Plaintiff realleges and incorporates herein by this reference the allegations  
25 contained in paragraphs 1 through 19, inclusive, of this Complaint.

26           40. Plaintiff is informed and believes, and on that basis alleges, that Plaintiff is  
27 a hypothetical lien creditor pursuant to 11 U.S.C. §544.

1           41. Plaintiff is informed and believes, and on that basis alleges, that the transfer  
2 of a 25% interest in the subject Property to SS and MS to secure a loan to the Debtor in the  
3 sum of \$558,000, as alleged in paragraph 16 herein was made:

4                   (A) With actual intent to hinder, delay or defraud any  
5 creditors of the Debtor.

6                   (B) Without receiving any reasonably equivalent value in exchange for the  
7 transfer or obligation, and the Debtor either:

8                           (i) Was engaged or was about to engage in a business or  
9 transaction for which the remaining assets of the Debtor were  
10 unreasonably small in relation to the business or transaction; or

11                           (ii) Intended to incur, or believed or reasonably should have  
12 believed that Debtor would incur, debts beyond its ability to pay as  
13 they became due.

14           42. Plaintiff is informed and believes, and on that basis alleges, that the transfer  
15 referenced in paragraph 16 herein was fraudulent as to a creditor, whether the creditor arose  
16 before or after the transfer was made or the obligation was incurred and the Plaintiff is  
17 authorized to avoid the transfer and to recover judgment for the value of the asset  
18 transferred or the amount necessary to satisfy the creditor's claims whichever is less with  
19 said judgment being entered against the first transferee of the asset or the person for whose  
20 benefit the transfer was made or any subsequent transferee other than a good faith transferee  
21 who took for value or from any subsequent transferee.

#### 22                           **SEVENTH CLAIM FOR RELIEF**

23                   **(To Avoid Fraudulent Transfer of Property Pursuant to 11 U.S.C. §544 and**  
24                   **California Civil Code §3439.05 - Against Defendants SS and MS)**

25           43. Plaintiff realleges and incorporates herein by this reference the allegations  
26 contained in paragraphs 1 through 19, inclusive, of this Complaint.

27           44. Plaintiff is informed and believes, and on that basis alleges, that the transfer  
28 of a 25% interest in the subject Property to SS and MS to secure a loan to the Debtor in the

1 sum of \$558,000, as alleged in paragraph 16 herein was fraudulent as to a creditor whose  
 2 claim arose before the transfer was made or the obligation was incurred if the Debtor made  
 3 the transfer or incurred the obligation without receiving reasonably equivalent value in  
 4 exchange for the transfer or obligation and the Debtor was insolvent at that time or the  
 5 Debtor became insolvent as a result thereof.

6 45. Plaintiff is informed and believes, and on that basis alleges, that the transfer  
 7 referenced in the above paragraph 16 herein was fraudulent and the Plaintiff is authorized  
 8 to avoid the transfer and to recover judgment for the value of the asset transferred or the  
 9 amount necessary to satisfy the creditor's claims whichever is less with said judgment being  
 10 entered against the first transferee of the asset or the person for whose benefit the transfer  
 11 was made or any subsequent transferee other than a good faith transferee who took for  
 12 value or from any subsequent transferee.

### 13 **EIGHTH CLAIM FOR RELIEF**

14 **(To Avoid Fraudulent Transfer of Property Pursuant to 11 U.S.C. § 548**  
 15 **Against Defendants SS and MS)**

16 46. Plaintiff realleges and incorporates herein by this reference the allegations  
 17 contained in paragraphs 1 through 19 of this Complaint.

18 47. Plaintiff is informed and believes, and on that basis alleges, that the transfer  
 19 of a 25% interest in the subject Property to SS and MS to secure a loan to the Debtor in the  
 20 sum of \$558,000, as alleged in paragraph 15 herein was a fraudulent conveyance pursuant  
 21 to 11 U.S.C. Section 548, as the Debtor:

22 (A) Made such transfer or incurred such obligation with actual intent to  
 23 hinder, delay or defraud any entity to which the Debtor was or became, on or after the date  
 24 that such transfer was made or such obligation was incurred, indebted; or

25 (B) Received less than a reasonably equivalent value in exchange for such  
 26 transfer or obligation; and

27 (C) Was insolvent on the date that such transfer was made or such  
 28 obligation was incurred, or became insolvent as a result of such transfer or obligation;

1 (D) Was engaged in business or transaction or was about to engage in  
 2 business or transaction for which any property remaining with the Debtor was an  
 3 unreasonably small capital; or

4 (E) Intended to incur, or believed that the Debtor would incur, debts that  
 5 would be beyond the Debtor's ability to pay as such debts matured.

6 48. Plaintiff is informed and believes, and on that basis alleges, that pursuant to  
 7 11 U.S.C. Section 550, Plaintiff may avoid the transfer set forth in the above paragraph 15  
 8 herein and recover the value of the interest transferred, or if the court so orders, from the  
 9 initial transferee of such transfer or the entity for whose benefit the transfer was made or any  
 10 immediate or mediate transferee as such initial transferee.

#### 11 **NINTH CLAIM FOR RELIEF**

12 **(To Avoid Fraudulent Transfer of Property Pursuant to 11 U.S.C. § 544 and**  
 13 **California Civil Code §3439.04 - Against Defendant Kirby)**

14 49. Plaintiff realleges and incorporates herein by this reference the allegations  
 15 contained in paragraphs 1 through 19, inclusive, of this Complaint.

16 50. Plaintiff is informed and believes, and on that basis alleges, that Plaintiff is  
 17 a hypothetical lien creditor pursuant to 11 U.S.C. §544.

18 51. Plaintiff is informed and believes, and on that basis alleges, that the transfer  
 19 of an interest in the subject Property to Kirby to secure a loan to the Debtor in the sum of  
 20 \$250,000, as alleged in paragraph 15 herein was made:

21 (A) With actual intent to hinder, delay or defraud any  
 22 creditors of the Debtor.

23 (B) Without receiving any reasonably equivalent value in exchange for the  
 24 transfer or obligation, and the Debtor either:

25 (i) Was engaged or was about to engage in a business or  
 26 transaction for which the remaining assets of the Debtor were  
 27 unreasonably small in relation to the business or transaction; or  
 28

(ii) Intended to incur, or believed or reasonably should have believed that Debtor would incur, debts beyond its ability to pay as they became due.

52. Plaintiff is informed and believes, and on that basis alleges, that the transfer referenced in paragraph 15 herein was fraudulent as to a creditor, whether the creditor arose before or after the transfer was made or the obligation was incurred and the Plaintiff is authorized to avoid the transfer and to recover judgment for the value of the asset transferred or the amount necessary to satisfy the creditor's claims whichever is less with said judgment being entered against the first transferee of the asset or the person for whose benefit the transfer was made or any subsequent transferee other than a good faith transferee who took for value or from any subsequent transferee.

**TENTH CLAIM FOR RELIEF**

**(To Avoid Fraudulent Transfer of Property Pursuant to 11 U.S.C. §544 and  
California Civil Code §3439.05 - Against Defendant Kirby)**

53. Plaintiff realleges and incorporates herein by this reference the allegations contained in paragraphs 1 through 19, inclusive, of this Complaint.

54. Plaintiff is informed and believes, and on that basis alleges, that the transfer of an interest in the subject Property to Kirby to secure a loan to the Debtor in the sum of \$250,000, as alleged in paragraph 15 herein was fraudulent as to a creditor whose claim arose before the transfer was made or the obligation was incurred if the Debtor made the transfer or incurred the obligation without receiving reasonably equivalent value in exchange for the transfer or obligation and the Debtor was insolvent at that time or the Debtor became insolvent as a result thereof.

55. Plaintiff is informed and believes, and on that basis alleges, that the transfer referenced in the above paragraph 15 herein was fraudulent and the Plaintiff is authorized to avoid the transfer and to recover judgment for the value of the asset transferred or the amount necessary to satisfy the creditor's claims whichever is less with said judgment being entered against the first transferee of the asset or the person for whose benefit the transfer

1 was made or any subsequent transferee other than a good faith transferee who took for  
2 value or from any subsequent transferee.

3 **ELEVENTH CLAIM FOR RELIEF**

4 **(To Avoid Fraudulent Transfer of Property Pursuant to 11 U.S.C. § 548**

5 **Against Defendant Kirby)**

6 56. Plaintiff realleges and incorporates herein by this reference the allegations  
7 contained in paragraphs 1 through 19 of this Complaint.

8 57. Plaintiff is informed and believes, and on that basis alleges, that the transfer  
9 of an interest in the subject Property to Kirby to secure a loan to the Debtor in the sum of  
10 \$250,000, as alleged in paragraph 15 herein was a fraudulent conveyance pursuant to 11  
11 U.S.C. Section 548, as the Debtor:

12 (A) Made such transfer or incurred such obligation with actual intent to  
13 hinder, delay or defraud any entity to which the Debtor was or became, on or after the date  
14 that such transfer was made or such obligation was incurred, indebted; or

15 (B) Received less than a reasonably equivalent value in exchange for such  
16 transfer or obligation; and

17 (C) Was insolvent on the date that such transfer was made or such  
18 obligation was incurred, or became insolvent as a result of such transfer or obligation;

19 (D) Was engaged in business or transaction or was about to engage in  
20 business or transaction for which any property remaining with the Debtor was an  
21 unreasonably small capital; or

22 (E) Intended to incur, or believed that the Debtor would incur, debts that  
23 would be beyond the Debtor's ability to pay as such debts matured.

24 58. Plaintiff is informed and believes, and on that basis alleges, that pursuant to  
25 11 U.S.C. Section 550, Plaintiff may avoid the transfer set forth in the above paragraph 15  
26 herein and recover the value of the interest transferred, or if the court so orders, from the  
27 initial transferee of such transfer or the entity for whose benefit the transfer was made or any  
28 immediate or mediate transferee as such initial transferee.

**TWELFTH CLAIM FOR RELIEF**

**(For Turnover of Property the Estate Pursuant to 11 U.S.C. § 542**

**Against Defendants Ashley Trust, Daley, Kirby, SS and MS)**

59. Plaintiff realleges and incorporates herein by this reference the allegations contained in paragraphs 1 through 19, 21, 25 and 29 inclusive of this Complaint.

60. The transfers referenced herein in paragraphs 14-19, 23 and 27 are transfers of the Debtor's estate under 11 U.S.C. § 541 which Plaintiff is entitled to use in his administration of his estate.

61. Defendants Ashley Trust, Daley, Kirby, SS and MS have a duty to turn over all estate property pursuant to 11 U.S.C. § 542(a).

62. By this complaint, Plaintiff demands that Ashley Trust, Daley, SS and MS turn over all right, title and interest in all sums or assets transferred according to proof at the time of trial plus interest at the legal rate.

WHEREFORE, Plaintiff prays for judgment against the Defendants, and each of them, as follows:

**FIRST CLAIM FOR RELIEF**

**(Against Defendant Ashley Trust)**

1. That the transfer of \$124,000, by Debtor to or for the benefit of Defendant Ashley Trust be avoided as a preferential transfer.

2. That Plaintiff may recover for the benefit of the estate, the property transferred, or if the Court so orders the value of such property from (a) the initial transferee of such transfer or the entity for whose benefit such transfer was made; or (b) any immediate or mediate transferee of such initial transferee.

3. For interest and costs of suit and attorneys' fees, if appropriate.

4. For such other and further relief as the Court deems just and proper.

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**SECOND CLAIM FOR RELIEF**

**(Against Defendant Daley)**

1. That the transfer of \$225,777, by Debtor to or for the benefit of Defendant Daley be avoided as a preferential transfer.

2. That Plaintiff may recover for the benefit of the estate, the property transferred, or if the Court so orders the value of such property from (a) the initial transferee of such transfer or the entity for whose benefit such transfer was made; or (b) any immediate or mediate transferee of such initial transferee.

3. For interest and costs of suit and attorneys' fees, if appropriate.

4. For such other and further relief as the Court deems just and proper.

**THIRD CLAIM FOR RELIEF**

**(Against Defendant Daley)**

1. That judgment be entered in favor of the Plaintiff, that the transfers of \$575,777, by Debtor to or for the benefit of Daley be avoided as fraudulent transfers pursuant to California Civil Code §3439.04.

2. That judgment be entered in favor of the Plaintiff for the benefit of the estate and against Daley ordering Daley to turnover to the Plaintiff the funds transferred to or for the benefit of Daley by the Debtor or, if the court so orders, enter judgment in favor of the Plaintiff for the benefit of the estate and against Daley for the value of the funds in accordance with proof at trial or the amount necessary to satisfy the Plaintiff's claim whichever is less to be recovered from the first transferee of the funds or the person for whose benefit the transfer was made or any subsequent transferee other than a good faith transferee who took for value or from any subsequent transferee.

3. For interest and costs of suit and attorneys' fees, if appropriate.

4. For such other and further relief as the court deems just and proper.

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**FOURTH CLAIM FOR RELIEF**

**(Against Defendant Daley)**

1. That judgment be entered in favor of the Plaintiff, that the transfers of \$575,777, by Debtor to or for the benefit of Daley be avoided as fraudulent transfers pursuant to California Civil Code §3439.05.

2. That judgment be entered in favor of the Plaintiff for the benefit of the estate and against Daley ordering Daley to turnover to the Plaintiff the funds transferred to or for the benefit of Daley by the Debtors or, if the court so orders, enter judgment in favor of the Plaintiff for the benefit of the estate and against Daley for the value of the aforesaid funds in accordance with proof at trial or the amount necessary to satisfy the Plaintiff's claim whichever is less to be recovered from the first transferee or the person for whose benefit the transfer was made or any subsequent transferee other than a good faith transferee who took for value or from any subsequent transferee.

3. For interest and costs of suit and attorneys' fees, if appropriate.

4. For such other and further relief as the court deems just and proper.

**FIFTH CLAIM FOR RELIEF**

**(Against Defendant Daley )**

1. That judgment be entered in favor of the Plaintiff, that the transfers of \$575,777, by Debtor to or on behalf of Daley be avoided as fraudulent transfers pursuant to 11 U.S.C. §548.

2. That judgment be entered in favor of the Plaintiff for the benefit of the estate and against Daley ordering Daley to turnover to the Trustee the funds transferred to or for the benefit of Daley by the Debtor or, if the court so orders, enter judgment in favor of the Plaintiff for the benefit of the estate and against Daley, whether Daley was the initial transferee of such transfer or the entity for whose benefit such transfer was made or an immediate or mediate transferee of such initial transferee.

3. For interest and costs of suit and attorneys' fees, if appropriate.

4. For such other and further relief as the court deems just and proper.

**SIXTH CLAIM FOR RELIEF**

**(Against Defendants MS and SS)**

1  
2  
3 1. That judgment be entered in favor of the Plaintiff, that the transfer by Debtor  
4 as alleged in paragraph 16 above to or for the benefit of MS and SS be avoided as a  
5 fraudulent transfer pursuant to California Civil Code §3439.04.

6 2. That judgment be entered in favor of the Plaintiff for the benefit of the estate  
7 and against MS and SS ordering MS and SS to turnover to the Plaintiff the sum of \$558,000,  
8 or, if the court so orders, enter judgment in favor of the Plaintiff for the benefit of the estate  
9 and against MS and SS for the value of the interest transferred in accordance with proof at  
10 trial or the amount necessary to satisfy the Plaintiff's claim whichever is less to be recovered  
11 from the first transferee or the person for whose benefit the transfer was made or any  
12 subsequent transferee other than a good faith transferee who took for value or from any  
13 subsequent transferee.

14 3. For interest and costs of suit and attorneys' fees, if appropriate.

15 4. For such other and further relief as the court deems just and proper.

**SEVENTH CLAIM FOR RELIEF**

**(Against Defendants MS and SS)**

16  
17  
18 1. That judgment be entered in favor of the Plaintiff, that the transfer by Debtor  
19 as alleged in paragraph 16 above to or for the benefit of MS and SS be avoided as a  
20 fraudulent transfer pursuant to California Civil Code §3439.05.

21 2. That judgment be entered in favor of the Plaintiff for the benefit of the estate  
22 and against MS and SS ordering MS and SS to turnover to the Plaintiff \$558,000, or if the  
23 court so orders, enter judgment in favor of the Plaintiff for the benefit of the estate and  
24 against MS and SS and for the value of the interest transferred in accordance with proof at  
25 trial or the amount necessary to satisfy the Plaintiff's claim whichever is less to be recovered  
26 from the first transferee or the person for whose benefit the transfer was made or any  
27 subsequent transferee other than a good faith transferee who took for value or from any  
28 subsequent transferee.

1           3.     For interest and costs of suit and attorneys' fees, if appropriate.

2           4.     For such other and further relief as the court deems just and proper.

3                               **EIGHTH CLAIM FOR RELIEF**

4                               **(Against Defendants MS and SS )**

5           1.     That judgment be entered in favor of the Plaintiff, that the transfer by Debtor  
6 as alleged in paragraph 16 above to or on behalf of SS and MS be avoided as a fraudulent  
7 transfer pursuant to 11 U.S.C. §548.

8           2.     That judgment be entered in favor of the Plaintiff for the benefit of the estate  
9 and against Daley ordering Daley to turnover to the Trustee the sum of \$558,000, or the  
10 value of the interest in the Property transferred to or for the benefit of MS and SS by the  
11 Debtor or, if the court so orders, enter judgment in favor of the Plaintiff for the benefit of  
12 the estate and against MS and SS, whether MS and SS were the initial transferee of such  
13 transfer or the entity for whose benefit such transfer was made or an immediate or mediate  
14 transferee of such initial transferee.

15           3.     For interest and costs of suit and attorneys' fees, if appropriate.

16           4.     For such other and further relief as the court deems just and proper.

17                               **NINTH CLAIM FOR RELIEF**

18                               **(Against Defendant Kirby)**

19           1.     That judgment be entered in favor of the Plaintiff that the transfer by Debtor  
20 to Defendant Kirby as alleged in Paragraph 15 in the sum of \$250,000 be avoided as a  
21 fraudulent transfer pursuant to 11 U.S.C. § 548.

22           2.     That judgment be entered in favor of the Plaintiff for the benefit of the estate  
23 requiring Defendant Daley to turn over to the Plaintiff the sum of \$575,777, as alleged  
24 herein in accordance with 11 U.S.C. § 542.

25           3.     That judgment be entered in favor of the Plaintiff for the benefit of the estate  
26 requiring Defendants SS and MS to turn over to the Plaintiff the sum of \$558,000 or the  
27 value of the 25% interest in the Property transferred as alleged herein in accordance with  
28 11 U.S.C. § 542.

1           3.     For interest, cost of suit and attorneys' fees, if appropriate.

2           4.     For such other and further relief as the Court deems just and proper.

3                               **TENTH CLAIM FOR RELIEF**

4                               **(Against Defendants Kirby)**

5           1.     That judgment be entered in favor of the Plaintiff, that the transfer by Debtor  
6 as alleged in paragraph 15 above to or for the benefit of Kirby be avoided as a fraudulent  
7 transfer pursuant to California Civil Code §3439.04.

8           2.     That judgment be entered in favor of the Plaintiff for the benefit of the estate  
9 and against MS and SS ordering Kirby to turnover to the Plaintiff the sum of \$558,000, or,  
10 if the court so orders, enter judgment in favor of the Plaintiff for the benefit of the estate and  
11 against MS and SS for the value of the interest transferred in accordance with proof at trial  
12 or the amount necessary to satisfy the Plaintiff's claim whichever is less to be recovered  
13 from the first transferee or the person for whose benefit the transfer was made or any  
14 subsequent transferee other than a good faith transferee who took for value or from any  
15 subsequent transferee.

16           3.     For interest and costs of suit and attorneys' fees, if appropriate.

17           4.     For such other and further relief as the court deems just and proper.

18                               **ELEVENTH CLAIM FOR RELIEF**

19                               **(Against Defendants Kirby)**

20           1.     That judgment be entered in favor of the Plaintiff, that the transfer by Debtor  
21 as alleged in paragraph 15 above to or for the benefit of MS and SS be avoided as a  
22 fraudulent transfer pursuant to California Civil Code §3439.05.

23           2.     That judgment be entered in favor of the Plaintiff for the benefit of the estate  
24 and against MS and SS ordering Kirby to turnover to the Plaintiff \$558,000, or if the court  
25 so orders, enter judgment in favor of the Plaintiff for the benefit of the estate and against  
26 MS and SS and for the value of the interest transferred in accordance with proof at trial or  
27 the amount necessary to satisfy the Plaintiff's claim whichever is less to be recovered from  
28 the first transferee or the person for whose benefit the transfer was made or any subsequent

1 transferee other than a good faith transferee who took for value or from any subsequent  
2 transferee.

3 3. For interest and costs of suit and attorneys' fees, if appropriate.

4 4. For such other and further relief as the court deems just and proper.

5 **TWELFTH CLAIM FOR RELIEF**

6 **(Against Defendants all Defendants)**

7 1. That judgment be entered in favor of the Plaintiff, that all transfers by Debtor  
8 as alleged in the Complaint to Defendants be avoided and turned over by Defendants to  
9 Plaintiff pursuant to 11 U.S.C. §542.

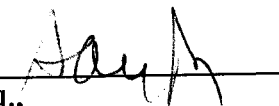
10 2. That judgment be entered in favor of the Plaintiff for the benefit of the estate  
11 and against Daley ordering Daley to turnover to the Trustee the sum subject to proof at trial,  
12 or the value of the interest in the Property transferred to or for the benefit of Defendants by  
13 the Debtor or, if the court so orders, enter judgment in favor of the Plaintiff for the benefit  
14 of the estate and against MS and SS, whether MS and SS were the initial transferee of such  
15 transfer or the entity for whose benefit such transfer was made or an immediate or mediate  
16 transferee of such initial transferee.

17 3. For interest and costs of suit and attorneys' fees, if appropriate.

18 4. For such other and further relief as the court deems just and proper.

19  
20 Dated: October 26, 2009

RUDOLPH LAW FIRM

21  
22 By: /s/ Gary B. Rudolph   
23 Gary B. Rudolph, Esq.,  
24 Attorneys for Plaintiff, Gerald H. Davis,  
25 Chapter 7 Trustee  
26  
27  
28

**EXHIBIT "A"**



**FIDELITY NATIONAL TITLE**REALTY & MORTGAGE CO., FORM 74-B-6E  
DEED OF TRUST AND ASSIGNMENT OF RENTS

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

REALTY & MORTGAGE CO.  
7777 Alvarado Road, Suite 271  
La Mesa, California 91941-3645

Fidelity Title

ESCROW NO. 2681

TITLE NO. 255535-6

DOC # 2005-1015185

NOV 23, 2005 8:00 AM

OFFICIAL RECORDS  
SAN DIEGO COUNTY RECORDER'S OFFICE  
GREGORY J. SMITH, COUNTY RECORDERFEES: 28.00 WAYS: 2  
PAGES: 5 DA: 1

2005-1015185

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**3752****DEED OF TRUST WITH ASSIGNMENT OF RENTS**  
(SHORT FORM)This DEED OF TRUST, made November 23, 2005, between  
Steel Frame Building Systems, Inc., J. L. Daley, President herein called TRUSTOR,whose address is 211 Bullard Lane, Alpine, Ca. 91901  
(Number and Street) (City) (State)REAL PROPERTY TRUST DEED CORPORATION, a California corporation, herein called TRUSTEE, and  
The Ashley 1989 Trust under Declaration of Trust dated August 11, 1989  
Melanie Joy Kelley, Successor Trustee

, herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the

County of San Diego, State of California, described as:  
AS PER LEGAL ATTACHED AND MADE A PART HERETO: APN 399-02-005 + Easement

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) payment of the sum of \$ 100,000.00 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof, (2) the performance of each agreement of Trustor incorporated by reference or contained herein and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book

(continued on reverse side)

Page 1 of 4

EXHIBIT A

and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of each county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	586	Kings	858	713	Placer	1028	378	Siena	38	187
Alpine	9	130-31	Lake	437	110	Plumas	188	1307	Sierra	506	782
Amador	133	436	Lassen	182	367	Riverside	3778	347	Stanislaus	1257	621
Butte	1330	513	Los Angeles	7-3878	874	Sacramento	5088	124	Sonoma	2057	427
Calaveras	185	338	Madera	911	138	San Benito	300	406	Stanislaus	1970	88
Colusa	329	391	Marin	1849	122	San Bernardino	6213	788	Sutter	655	585
Contra Costa	4684	1	Mariposa	80	453	San Francisco	A-804	896	Tehama	437	183
Del Norte	101	548	Mendocino	887	99	San Joaquin	2885	283	Tulare	108	696
El Dorado	704	836	Merced	1680	753	San Luis Obispo	1311	137	Tulare	2030	108
Fresno	5052	623	Modoc	181	83	San Mateo	4778	175	Tuolumne	177	160
Glenn	489	78	Mono	69	302	Santa Barbara	2055	881	Ventura	2807	237
Humboldt	801	83	Monterey	357	239	Santa Clara	8628	684	Yuba	788	18
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607		398	683
Inyo	185	672	Nevada	383	94	Shasta	800	638			
Kern	3758	690	Orange	7182	18	San Diego	SERIES 8	Book 1864, Page 148774			

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and make a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

Notwithstanding the provisions of the Fictitious Deeds of Trust referred to above, rate of interest referred to in Subdivision A, paragraph 5 and Subdivision B, paragraph 6 of the Fictitious Deeds of Trust shall be computed at the rate of interest shown in the Note secured by this Deed of Trust.

This Deed of Trust is given and accepted upon the express provision that should the property hereinbefore described, or any part thereof, be conveyed, or sold by Agreement for Sale of Real Estate, or further encumbered, either voluntarily or involuntarily or by operation of law, or if any additional advance be made under a prior encumbrance, without the written consent of the Beneficiary, then and in that event all sums secured hereby shall, at the option of the Beneficiary, become immediately due and payable.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

STATE OF CALIFORNIA  
COUNTY OF San Diego

On November 23, 2005

Weldon W. Griffin

personally appeared James L. Daley, aka  
J. L. Daley

personally known to me (or proved to me on the basis of satisfactory evidence)  
to be the person(s) whose name(s) here subscribed to the within instrument  
and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s) or the entity upon behalf of which the person(s) acted, executed  
the instrument.

WITNESS my hand and official seal.

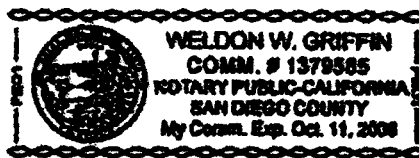
Signature

*Weldon W. Griffin*

Signature of Trustor

Steel Frame Building Systems, Inc.

*J. V. Daley, President*  
J. V. Daley, President



(This area for official notarial seal)

(continued on next page)

EXHIBIT A

3754

Order No. 05-2555356

**EXHIBIT "ONE"****Parcel 1:**

The South half of the Northeast Quarter of Section 25, Township 15 South, Range 1 East, San Bernardino Meridian, in the County of San Diego, State of California, according to the Official Plat thereof, and that portion of the South half of Lot 2 of Section 30, Township 15 South, Range 2 East, San Bernardino Meridian, according to Official Plat thereof, lying West of the center line of the Creek as said Creek existed August 30, 1945, described in Deed to Francis O. Lonergan, recorded December 28, 1956 in Book 6398, Page 429 of Official Records, described as a whole as follows:

Beginning at the Northwest corner of the Southwest Quarter of the Southwest Quarter of the Northwest Quarter of Section 30 Township 15 South, Range 2 East, San Bernardino Meridian; thence South  $89^{\circ}00'32''$  East 550.70 feet to a point on a non-tangent 110.00 foot radius curve concave to the Northwest, with a radial bearing of North  $88^{\circ}12'03''$  East; thence Southerly along said curve through a central angle of  $49^{\circ}49'37''$  a distance of 95.66 feet; thence South  $48^{\circ}01'40''$  West 26.12 feet to the beginning of a tangent 5.00 foot radius curve concave to the East, thence Southerly along said curve through a central angle of  $82^{\circ}33'04''$  a distance of 7.20 feet to the beginning of a tangent 40.00 foot radius curve concave to the Northeast, thence Southerly along said curve through a central angle of  $28^{\circ}10'32''$  a distance of 19.67 feet; thence South  $62^{\circ}41'56''$  East 100.09 feet to the beginning of a tangent 90.00 foot radius curve concave to the West, thence Southerly along said curve through a central angle of  $92^{\circ}37'30''$  a distance of 145.60 feet to the beginning of a tangent 30.00 foot radius curve concave to the East, thence Southerly along said curve through a central angle of  $79^{\circ}08'12''$  a distance of 41.44 feet; thence South  $49^{\circ}12'38''$  East 47.00 feet to the beginning of a tangent 135.00 foot radius curve concave to the Southwest, thence Southerly along said curve through a central angle of  $27^{\circ}59'25''$  a distance of 65.95 feet to the beginning of a tangent 105.00 foot radius curve concave to the Northeast, thence Southerly along said curve through a central angle of  $46^{\circ}20'37''$  a distance of 84.93 feet to the beginning of a tangent 135.00 foot radius curve concave to the Southwest, thence Southerly along said curve through a central angle of  $39^{\circ}38'42''$  a distance of 93.41 feet; thence South  $27^{\circ}55'08''$  East 94.00 feet to the beginning of a tangent 120.00 foot radius curve concave to the Northeast, thence Southerly along said curve through a central angle of  $39^{\circ}34'02''$  a distance of 82.67 feet; thence North  $89^{\circ}09'37''$  West 55.86 feet to a point on a non-tangent 150.00 foot radius curve concave to the Northeast, with a radial bearing of North  $42^{\circ}44'23''$  East; thence Northerly along said curve through a central angle of  $19^{\circ}20'29''$  a distance of 50.64 feet; thence North  $27^{\circ}55'08''$  West 94.00 feet to the beginning of a tangent 105.00 foot radius curve concave to the Southwest, thence Northerly along said curve through a central angle of  $39^{\circ}38'42''$  a distance of 72.65 feet to the beginning of a tangent 135.00 foot radius curve concave to the Northeast, thence Northerly along said curve through a central angle of  $46^{\circ}20'37''$  a distance of 109.19 feet to the beginning of a tangent 105.00 foot radius curve concave to the Southwest, thence Northerly along said curve through a central angle of  $27^{\circ}59'25''$  a distance of 51.29 feet; thence North  $49^{\circ}12'38''$  West 47.00 feet; thence North  $40^{\circ}25'30''$  West 416.08 feet; thence North  $89^{\circ}00'32''$  West 351.85 feet; thence South  $00^{\circ}42'44''$  West 628.74 feet; thence South  $89^{\circ}47'05''$  West 2585.99 feet; thence North  $00^{\circ}12'39''$  East 1369.75 feet; thence North  $89^{\circ}33'21''$  East 2597.65 feet; thence South  $00^{\circ}42'44''$  West 669.25 feet to the True Point of Beginning.

As described in Certificate of Compliance recorded January 13, 2005 as File No. 2005-0033200 of Official Records of San Diego County.

**Parcel 2:**

An easement and right of way for road and utility purposes over, under, along and across that portion of Section 30, Township 15 South, Range 2 East, San Bernardino Base and

3755

Order No. 05-2555356

Meridian, in the County of San Diego, State of California, according to the Official Plat thereof lying within a strip of land 40.00 feet wide, together with the right to construct and maintain slopes required to construct Road to County standards, the center line of said strip being described as follows:

Beginning at the Northeasterly corner of the Northwest Quarter of the Southwest Quarter of said Section 30; thence South  $00^{\circ}55'52''$  West 120.37 feet along the Easterly line of said Northwest Quarter of the Southwest Quarter to the Point of Beginning of the center line of a 22' Road Easement per Doc. No. 1999-0190104 of Official Records dated, March 24, 1999; thence departing said Easterly line along said center line, South  $85^{\circ}48'44''$  West 184.43 feet; thence North  $89^{\circ}23'37''$  West 98.40 feet to the beginning of a tangent 100.00 foot radius curve, concave Southeasterly; thence Westerly along the arc of said curve through a central angle of  $06^{\circ}18'37''$  a distance of 11.01 feet to the True Point of Beginning, also being a point on the Westerly line of land described in Deed to Rick Dupree recorded July 31, 1985 as File No. 85-273609, Official Records; thence South  $83^{\circ}52'13''$  West 102.44 feet to the beginning of a tangent 200.00 foot radius curve, concave Northeasterly; thence Westerly along the arc of said curve through a central angle of  $36^{\circ}12'37''$  a distance of 126.40 feet; thence North  $59^{\circ}55'09''$  West 68.73 feet to the beginning of a tangent 100.00 foot radius curve, concave Northeasterly; thence Northwesterly along the arc of said curve through a central angle of  $20^{\circ}09'46''$  a distance of 35.19 feet; thence North  $39^{\circ}48'23''$  West 90.95 feet to a point on the Northerly line of the East 895 of the Northwest Quarter of the Southwest Quarter of Section 30, Township 15 South, Range 2 East, San Bernardino Meridian.

The sidelines of said 40 foot strip to be lengthened and/or shortened so as to terminate at the Northerly line of the East 895 of the Northwest Quarter of the Southwest Quarter of Section 30, Township 15 South, Range 2 East, San Bernardino Meridian.

**Parcel 3:**

An easement and right of way for road and utility purposes over, under, along and across that portion of Lot 3 in Section 30, Township 15 South, Range 2 East, San Bernardino Base and Meridian, in the County of San Diego, State of California, according to the Official Plat thereof lying within a strip of land 40.00 feet wide, together with the right to construct and maintain slopes required to construct Road to County standards, the center line of said strip being described as follows:

Beginning at the Northeasterly corner of the Northwest Quarter of the Southwest Quarter of said Section 30; thence South  $00^{\circ}55'52''$  West 120.37 feet along the Easterly line of said Northwest Quarter of the Southwest Quarter to the True Point of Beginning of said center line; thence South  $85^{\circ}48'44''$  West 184.43 feet; thence North  $89^{\circ}23'37''$  West 98.40 feet to the beginning of a tangent 100.00 foot radius curve, concave Southeasterly; thence Westerly along the arc of said curve through a central angle of  $06^{\circ}18'37''$  a distance of 11.01 feet to a point on the Westerly line of land described in Deed to Rick Dupree recorded July 31, 1985 as File No. 85-273609 Official Records.

The sidelines of said 40 foot strip to be lengthened and/or shortened so as to terminate at the Easterly line of the Northeast Quarter of the Southwest Quarter of said Section 30 and the Westerly line of said Dupree land.

**Parcel 4:**

An easement and right of way for road and utility purposes over, under, along and across that portion of Section 30, Township 15 South, Range 2 East, San Bernardino Base and Meridian, in the County of San Diego, State of California, according to the Official Plat thereof lying within a strip of land 40.00 feet wide, together with the right to construct and maintain slopes required to construct Road to County standards, the center line of said strip being described as follows:

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Order No. 05-2556356

Beginning at the Northeasterly corner of the Northwest Quarter of the Southwest Quarter of said Section 30; thence South  $00^{\circ}55'52''$  West 120.37 feet along the Easterly line of said Northwest Quarter of the Southwest Quarter to the Point of Beginning of the center line of a 22' Road Easement Per Doc. No. 1999-0190104 of Official Records dated, March 24, 1999; thence departing said Easterly line along said center line, South  $85^{\circ}48'44''$  West 184.43 feet; thence North  $89^{\circ}23'37''$  West 98.40 feet to the beginning of a tangent 100.00 foot radius curve, concave Southeasterly; thence Westerly along the arc of said curve through a central angle of  $06^{\circ}18'37''$  a distance of 11.01 feet to a point on the Westerly line of land described in Deed to Rick Dupree recorded July 31, 1985 as File No. 85-273609, Official Records; thence South  $83^{\circ}52'13''$  West 102.44 feet to the beginning of a tangent 200.00 foot radius curve, concave Northeasterly; thence Westerly along the arc of said curve through a central angle of  $36^{\circ}12'37''$  a distance of 126.40 feet; thence North  $59^{\circ}55'09''$  West 68.73 feet to the beginning of a tangent 100.00 foot radius curve, concave Northeasterly; thence Northwesterly along the arc of said curve through a central angle of  $20^{\circ}09'48''$  a distance of 35.19 feet; thence North  $39^{\circ}45'23''$  West 90.95 feet to the True Point of Beginning, also being a point on the Northerly line of the East 695 of the Northwest Quarter of the Southwest Quarter of Section 30, Township 15 South, Range 2 East, San Bernardino Meridian; thence North  $39^{\circ}45'23''$  West 17.39 feet to the beginning of a tangent 100.00 foot radius curve, concave Southwesterly; thence Northwesterly along the arc of said curve through a central angle of  $13^{\circ}28'55''$  a distance of 23.53 feet; thence North  $53^{\circ}14'18''$  West 291.28 feet to the beginning of a tangent 100.00 foot radius curve, concave Southwesterly; thence Northwesterly along the arc of said curve through a central angle of  $18^{\circ}20'27''$  a distance of 32.01 feet; thence North  $71^{\circ}34'45''$  West 149.67 feet to the beginning of a tangent 100.00 foot radius curve, concave Southwesterly; thence Westerly along the arc of said curve through a central angle of  $09^{\circ}33'09''$  a distance of 16.67 feet; thence North  $81^{\circ}07'54''$  West 187.66 feet to the beginning of a tangent 100.00 foot radius curve, concave Southwesterly; thence Northwesterly along the arc of said curve through a central angle of  $29^{\circ}07'19''$  a distance of 50.83 feet; thence South  $69^{\circ}44'47''$  West 100.19 to a point on the Westerly line of the South half of Lot 2 of Section 30, Township 15 South, Range 2 East, according to Official Plat thereof, lying West of the center line of the creek as said creek existed August 30, 1945 described in Deed to Francis O. Lonergan recorded December 28, 1956 in Book 6398, Page 429 of Official Records.

The sidelines of said 40 foot strip to be lengthened and/or shortened so as to terminate at the Westerly line of said portion of Lot 2 Section 30, Township 15 South, Range 2 East, according to Official Plat thereof, lying West of the center line of the creek as said creek existed August 30, 1945 described in Deed to Francis O. Lonergan, recorded December 28, 1956 in Book 6398, Page 429 of Official Records.

Assessor's Parcel No: 403-011-31 & 399-020-05

**EXHIBIT "B"**



REALTY & MORTGAGE CO., FORM 74-B-DE  
DEED OF TRUST AND ASSIGNMENT OF RENTS

RECORDING REQUESTED BY:

**CALIFORNIA TITLE COMPANY**  
WHEN RECORDED MAIL TO:

REALTY & MORTGAGE CO.  
7777 Alvarado Road, Suite 271  
La Mesa, California 91941-3645

ESCROW NO. 2693

California Title  
TITLE NO. 804815-33

DOC # 2006-0721695

OCT 11, 2006 8:00 AM

OFFICIAL RECORDS  
SAN DIEGO COUNTY RECORDER'S OFFICE  
GREGORY J. SMITH, COUNTY RECORDER

FEES: 25.00 WAYS: 2  
PAGES: 4 DA: 1

2006-0721695

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**DEED OF TRUST WITH ASSIGNMENT OF RENTS**  
(SHORT FORM)

This DEED OF TRUST, made October 2, 2006

Steel Frame Building Systems, Inc., J. L. Daley, Pres.

, between

herein called TRUSTOR,

whose address is 211 Bullard Lane, Alpine, Ca. 91901  
(Number and Street) (City) (State)

REAL PROPERTY TRUST DEED CORPORATION, a California corporation, herein called TRUSTEE, and  
Julia Lynne Kirby, an unmarried woman

, herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the

County of San Diego  
80 Acres - Bullard Lane, Alpine, Ca. 91901  
APN 403-011-31 & 399-020-05

, State of California, described as:

AS PER LEGAL ATTACHED AND MADE A PART HERETO:

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) payment of the sum of \$ 250,000.00 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof, (2) the performance of each agreement of Trustor incorporated by reference or contained herein and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1984, and in all other counties August 18, 1984, in the book

(continued on reverse side)

EXHIBIT B



42

at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of each county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1286	686	Kings	638	713	Travis	1028	378	Sierra	38	187
Alpine	3	130-31	Lake	437	118	Plumas	186	1307	Stanislaus	586	782
Amador	133	438	Lassen	152	387	Riverside	3778	347	Sutter	1887	821
Butte	1339	819	Los Angeles	73878	874	Sacramento	5089	124	Suwana	2357	427
Calaveras	125	336	Madison	911	126	San Benito	300	405	Stockton	1878	58
Calaveras	323	381	Madera	1849	122	San Bernardino	6213	768	Tahoe	635	596
Carson Costa	4894	1	Mariposa	88	488	San Francisco	A-884	585	Tulare	467	188
Del Norte	101	548	Monterey	957	88	San Jose	2885	283	Yuba	188	885
El Dorado	784	635	Monterey	1888	788	San Luis Obispo	1311	137			
Essex	9082	883	Modoc	191	89	San Mateo	4778	175			
Glen	488	76	More	88	388	Santa Barbara	3085	881			
Humboldt	801	83	Monterey	357	238	Santa Clara	6286	884			
Imperial	1188	781	Napa	784	782	Shasta	1888	807			
Inyo	185	672	Nevada	388	84	Shasta	888	638			
Mar	3788	888	Orange	7182	18	San Diego	SERIES 8	Book 1884, Page 148774			

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties, and printed on pages 3 and 4 hereto) are by the within reference thereto, incorporated herein and make a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

Notwithstanding the provisions of the Fictitious Deeds of Trust referred to above, rate of interest referred to in Subdivision A, paragraph 5 and Subdivision B, paragraph 6 of the Fictitious Deeds of Trust shall be computed at the rate of interest shown in the Note secured by this Deed of Trust.

This Deed of Trust is given and accepted upon the express provision that should the property hereinbefore described, or any part thereof, be conveyed, or sold by Agreement for Sale of Real Estate, or further encumbered, either voluntarily or involuntarily or by operation of law, or if any additional advance be made under a prior encumbrance, without the written consent of the Beneficiary, then and in that event all sums secured hereby shall, at the option of the Beneficiary, become immediately due and payable.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

STATE OF CALIFORNIA  
COUNTY OF San Diego

On October 2, 2006

before me,  
Weldon W. Griffin, a notary public  
personally appeared James L. Daley, aka  
J. L. Daley

personally known to me (or proved to me on the basis of satisfactory evidence)  
to be the person(s) whose name(s) here subscribed to the within instrument  
and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s) or the entity upon behalf of which the person(s) acted, executed  
the instrument.

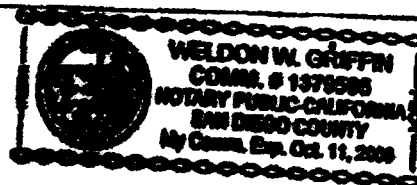
WITNESS my hand and official seal.

Signature

Weldon W. Griffin

Signature of Trustor  
Steel Frame Building Systems, Inc.

J. L. Daley, Pres.



(This area for official notated seal)

(continued on next page)

EXHIBIT B

43

804815-33

**Parcel 1:**

The South half of the Northeast quarter of section 25, township 15 South, range 1 East, San Bernardino Meridian, in the County of San Diego, State of California, according to the official plat thereof, and that portion of the South half of lot 2 of section 30, township 15 South, range 2 East, San Bernardino Meridian, according to official plat thereof, lying West of the center line of the Creek as said Creek existed August 30, 1945, described in Deed to Francis O. Loneragan, recorded December 28, 1956 in book 6398, page 429 of Official Records, described as a whole as follows:

Beginning at the Northwest corner of the southwest quarter of the Southwest quarter of the Northwest quarter of section 30 township 15 South, range 2 East, San Bernardino Meridian; thence South 80° 00' 32" East 550.70 feet to a point on a non-tangent 110.00 foot radius curve concave to the Northwest, with a radial bearing of North 88° 12' 03" East; thence Southerly along said curve through a central angle of 49° 49' 37" a distance of 95.66 feet; thence South 48° 01' 40" West 26.12 feet to the beginning of a tangent 5.00 foot radius curve concave to the East, thence Southerly along said curve through a central angle of 82° 33' 04" a distance of 7.20 feet to the beginning of a tangent 40.00 foot radius curve concave to the Northeast, thence Southerly along said curve through a central angle of 28° 10' 32" a distance of 19.67 feet; thence South 62° 41' 56" East 100.09 feet to the beginning of a tangent 90.00 foot radius curve concave to the West, thence Southerly along said curve through a central angle of 92° 37' 30" a distance of 143.30 feet to the beginning of a tangent 30.00 foot radius curve concave to the East, thence Southerly along said curve through a central angle of 79° 06' 12" a distance of 41.44 feet; thence South 49° 12' 38" East 47.00 feet to the beginning of a tangent 135.00 foot radius curve concave to the Southwest, thence Southerly along said curve through a central angle of 27° 59' 25" a distance of 65.95 feet to the beginning of a tangent 105.00 foot radius curve concave to the Northeast, thence Southerly along said curve through a central angle of 46° 20' 37" a distance of 84.93 feet to the beginning of a tangent 135.00 foot radius curve concave to the Southwest, thence Southerly along said curve through a central angle of 39° 36' 42" a distance of 93.41 feet; thence South 27° 59' 06" East 94.00 feet to the beginning of a tangent 120.00 foot radius curve concave to the Northeast, thence Southerly along said curve through a central angle of 39° 34' 02" a distance of 82.57 feet; thence North 89° 09' 37" West 55.86 feet to a point on a non-tangent 150.00 foot radius curve concave to the Northeast, with a radial bearing of North 42° 44' 23" East; thence Northerly along said curve through a central angle of 19° 20' 29" a distance of 50.64 feet; thence North 27° 53' 06" West 94.00 feet to the beginning of a tangent 105.00 foot radius curve concave to the Southwest, thence Northerly along said curve through a central angle of 39° 36' 42" a distance of 72.65 feet to the beginning of a tangent 135.00 foot radius curve concave to the Northeast, thence Northerly along said curve through a central angle of 46° 20' 37" a distance of 109.19 feet to the beginning of a tangent 105.00 foot radius curve concave to the Southwest, thence Northerly along said curve through a central angle of 27° 59' 25" a distance of 51.29 feet; thence North 49° 12' 38" West 47.00 feet; thence North 40° 23' 30" West 416.08 feet; thence North 89° 00' 32" West 351.85 feet; thence South 00° 42' 44" West 628.74 feet; thence South 89° 47' 05" West 2585.99 feet; thence North 08° 12' 30" East 1369.75 feet; thence North 89° 33' 21" East 2597.65 feet; thence South 00° 42' 44" West 669.25 feet to the true point of beginning.

As described in Certificate of Compliance recorded January 13, 2005 as file no. 2005-0033200 of Official Records of San Diego County.

**Legal description Continued****Parcel 2:**

An easement and right of way for road and utility purposes over, under, along and across that portion of section 30, township 15 South, range 2 East, San Bernardino Base and Meridian, in the County of San Diego, State of California, according to the official plat thereof lying within a strip of land 40.00 feet wide, together with the right to construct and maintain slopes required to construct Road to County standards, the center line of said strip being described as follows:

Beginning at the Northeasterly corner of the Northwest quarter of the Southwest quarter of said section 30; thence South 00° 53' 52" West 120.37 feet along the Easterly line of said Northwest quarter of the Southwest quarter to the point of beginning of the center line of a 22" Road Easement per Doc. No. 1999-0190104 of Official Records dated, March 24, 1999; thence departing said Easterly line along said center line, South 83° 48' 44" West 184.43 feet; thence North 89° 23' 37" West 92.40 feet to the beginning of a tangent 100.00 foot radius curve, concave Southeasterly; thence Westerly along the arc of said curve through a central angle of 00° 18' 37" a distance of 11.01 feet to the true point of beginning, also being a point on the Westerly line of land described in Deed to Rick Dupre recorded July 31, 1985 as file no. 85-273602, Official Records; thence South 83° 52' 13" West 102.44 feet to the beginning of a tangent 200.00 foot radius curve, concave Northeasterly; thence Westerly along the arc of said curve through a central angle of 36° 12' 37" a distance of 126.40 feet; thence North 59° 55' 09" West 68.73 feet to the beginning of a tangent 100.00 foot radius curve, concave Northeasterly; thence Northwesterly along the arc of said curve through a central angle of 20° 09' 46" a distance of 35.19 feet; thence North 39° 45' 23" West 90.95 feet to a point on the Northerly line of the East 605 of the Northwest quarter of the Southwest quarter of section 30, township 15 South, range 2 East, San Bernardino Meridian.

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804815-33

**Exhibit "A"**

The sidelines of said 40 foot strip to be lengthened and/or shortened so as to terminate at the Northerly line of the East 695 of the Northwest quarter of the Southwest quarter of section 30, township 15 South, range 2 East, San Bernardino Meridian.

**Parcel 3:**

An easement and right of way for road and utility purposes over, under, along and across that portion of lot 3 in section 30, township 15 South, range 2 East, San Bernardino Base and Meridian, in the County of San Diego, State of California, according to the official plat thereof lying within a strip of land 40.00 feet wide, together with the right to construct and maintain slopes required to construct Road to County Standards, the center line of said strip being described as follows:

Beginning at the Northeastery corner of the Northwest quarter of the Southwest quarter of said section 30; thence South  $00^{\circ} 55' 52''$  West 120.37 feet along the Easterly line of said Northwest quarter of the Southwest quarter to the true point of beginning of said center line; thence South  $85^{\circ} 45' 44''$  West 184.43 feet; thence North  $89^{\circ} 23' 37''$  West 96.40 feet to the beginning of a tangent 100.00 foot radius curve, concave Southeasterly; thence Westerly along the arc of said curve through a central angle of  $06^{\circ} 15' 37''$  a distance of 11.01 feet to a point on the Westerly line of land described in Deed to Rick Dupree recorded July 31, 1985 as file no. 85-273609 Official Records.

The sidelines of said 40 foot strip to be lengthened and/or shortened so as to terminate at the Easterly line of the Northeast quarter of the Southwest quarter of said section 30 and the Westerly line of said Dupree land.

**Parcel 4:**

An easement and right of way for road and utility purposes over, under, along and across that portion of section 30, township 15 South, range 2 East, San Bernardino Base and Meridian, in the County of San Diego, State of California, according to the official plat thereof lying within a strip of land 40.00 feet wide, together with the right to construct and maintain slopes required to construct Road to County standards, the center line of said strip being described as follows:

Beginning at the Northeastery corner of the Northwest quarter of the Southwest quarter of said section 30; thence South  $00^{\circ} 55' 52''$  West 120.37 feet along the Easterly line of said Northwest quarter of the Southwest quarter to the point of beginning of the center line of a 22' Road Easement Per Doc. No. 1999-0190104 of Official Records dated, March 24, 1999; thence departing said Easterly line along said center line, South  $83^{\circ} 45' 44''$  West 184.43 feet; thence North  $89^{\circ} 23' 37''$  West 96.40 feet to the beginning of a tangent 100.00 foot radius curve, concave Southeasterly; thence Westerly along the arc of said curve through a central angle of  $06^{\circ} 15' 37''$  a distance of 11.01 feet to a point on the Westerly line of land described in Deed to Rick Dupree recorded July 31, 1985 as file no. 85-273609, Official Records; thence South  $83^{\circ} 52' 13''$  West 102.44 feet to the beginning of a tangent 200.00 foot radius curve, concave Northeasterly; thence Westerly along the arc of said curve through a central angle of  $36^{\circ} 12' 37''$  a distance

**Legal description Continued**

of 126.40 feet; thence North  $59^{\circ} 55' 09''$  West 68.73 feet to the beginning of a tangent 100.00 foot radius curve, concave Northeasterly; thence Northwestery along the arc of said curve through a central angle of  $20^{\circ} 09' 46''$  a distance of 35.19 feet; thence North  $39^{\circ} 49' 23''$  West 90.95 feet to the true point of beginning, also being a point on the Northerly line of the East 695 of the Northwest quarter of the Southwest quarter of section 30, township 15 South, range 2 East, San Bernardino Meridian; thence North  $39^{\circ} 45' 23''$  West 17.39 feet to the beginning of a tangent 100.00 foot radius curve, concave Southwestery; thence Northwestery along the arc of said curve through a central angle of  $13^{\circ} 28' 55''$  a distance of 23.53 feet; thence North  $53^{\circ} 14' 18''$  West 291.28 feet to the beginning of a tangent 100.00 foot radius curve, concave Southwestery; thence Northwestery along the arc of said curve through a central angle of  $18^{\circ} 28' 27''$  a distance of 32.01 feet; thence North  $71^{\circ} 34' 45''$  West 149.67 feet to the beginning of a tangent 100.00 foot radius curve, concave Southwestery; thence Westerly along the arc of said curve through a central angle of  $09^{\circ} 33' 09''$  a distance of 16.67 feet; thence North  $81^{\circ} 07' 54''$  West 187.66 feet to the beginning of a tangent 100.00 foot radius curve, concave Southwestery; thence Northwestery along the arc of said curve through a central angle of  $29^{\circ} 07' 19''$  a distance of 58.83 feet; thence South  $69^{\circ} 44' 47''$  West 100.19 to a point on the Westerly line of the creek as said creek existed August 30, 1945 described in Deed to Francis O. Lonergan recorded December 28, 1956 in book 6398, page 429 of Official Records.

The sidelines of said 40 foot strip to be lengthened and/or shortened so as to terminate at the Westerly line of said portion of lot 2 section 30, township 15 South, range 2 East, according to official plat thereof, lying West of the center line of the creek as said creek existed August 30, 1945 described in Deed to Francis O. Lonergan, recorded December 28, 1956 in book 6398, page 429 of Official Records.

**EXHIBIT "C"**

REALTY & MORTGAGE CO., FORM 74-B-6E  
DEED OF TRUST AND ASSIGNMENT OF RENTS

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

REALTY & MORTGAGE CO.  
7777 Alvarado Road, Suite 271  
La Mesa, California 91941-3645

7856

ESCROW NO.

TITLE NO.

DOC # 2007-0023446



JAN 11, 2007 12:53 PM

OFFICIAL RECORDS  
SAN DIEGO COUNTY RECORDER'S OFFICE  
GREGORY J. SMITH, COUNTY RECORDER  
FEES: 33.00 WAYS: 2  
PAGES: 4 DA: 1



2007-0023446

**DEED OF TRUST WITH ASSIGNMENT OF RENTS**  
(SHORT FORM)

This DEED OF TRUST, made December 29, 2006, between  
Steel Frame Building Systems, INC., J. L. Daley, Pres. herein called TRUSTOR,

whose address is 211 Bullard Lane, Alpine, Ca. 91901 (State)  
(Number and Street) (City)

REAL PROPERTY TRUST DEED CORPORATION, a California corporation, herein called TRUSTEE, and  
Shawn Setterberg and Michelle Setterberg, husband and wife as joint  
tenants as to a 25% interest and James L. Daley, a married man as his  
sole and separate property, as to a 75% interest, as tenants in common

, herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the

County of San Diego

, State of California, described as:

80 Acres - Bullard Lane, Alpine, Ca. 91901  
APN 403-011-31 & 399-020-05

As per legal attached and made a part hereto:

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) payment of the sum of \$ 558,000.00 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof, (2) the performance of each agreement of Trustor incorporated by reference or contained herein and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book

(continued on reverse side)

and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of each county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	168	1307	Stanislaus	808	762
Amador	133	438	Lassen	182	387	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T-3878	874	Sacramento	5039	124	Sonoma	2087	427
Calaveras	185	338	Madera	911	138	San Benito	300	405	Stanislaus	1970	58
Colusa	323	391	Marin	1849	122	San Bernardino	6213	788	Sutter	855	585
Contra Costa	4684	1	Mariposa	80	453	San Francisco	A-804	598	Tehama	457	183
Del Norte	101	549	Mendocino	867	99	San Joaquin	2655	283	Trinity	108	585
El Dorado	704	835	Merced	1680	753	San Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	83	San Mateo	4778	175	Tuolumne	177	180
Glenn	489	76	Mono	69	302	Santa Barbara	2085	881	Ventura	2907	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	383	94	Shasta	800	633			
Kern	3758	690	Orange	7182	18	San Diego	SERIES 5	Book 1804, Page 149774			

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and make a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

Notwithstanding the provisions of the Fictitious Deeds of Trust referred to above, rate of interest referred to in Subdivision A, paragraph 5 and Subdivision B, paragraph 6 of the Fictitious Deeds of Trust shall be computed at the rate of interest shown in the Note secured by this Deed of Trust.

This Deed of Trust is given and accepted upon the express provision that should the property hereinbefore described, or any part thereof, be conveyed, or sold by Agreement for Sale of Real Estate, or further encumbered, either voluntarily or involuntarily or by operation of law, or if any additional advance be made under a prior encumbrance, without the written consent of the Beneficiary, then and in that event all sums secured hereby shall, at the option of the Beneficiary, become immediately due and payable.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

STATE OF CALIFORNIA

COUNTY OF San DiegoOn December 29, 2006

before me,

Weldon W. Griffin, a notary public.personally appeared Linda L. Daley

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Weldon W. Griffin

Signature of Trustor  
Steel Frame Building Systems, Inc.,  
Linda L. Daley, Sec/Trea



(This area for official notarial seal)



(continued on next page)



804815-33

7858

**Exhibit "A"**

The sidelines of said 40 foot strip to be lengthened and/or shortened so as to terminate at the Northerly line of the East 695 of the Northwest quarter of the Southwest quarter of section 30, township 15 South, range 2 East, San Bernardino Meridian.

**Parcel 3:**

An easement and right of way for road and utility purposes over, under, along and across that portion of lot 3 in section 30, township 15 South, range 2 East, San Bernardino Base and Meridian, in the County of San Diego, State of California, according to the official plat thereof lying within a strip of land 40.00 feet wide, together with the right to construct and maintain slopes required to construct Road to County Standards, the center line of said strip being described as follows:

Beginning at the Northeasterly corner of the Northwest quarter of the Southwest quarter of said section 30; thence South  $00^{\circ} 55' 52''$  West 120.37 feet along the Easterly line of said Northwest quarter of the Southwest quarter to the true point of beginning of said center line; thence South  $85^{\circ} 48' 44''$  West 184.43 feet; thence North  $89^{\circ} 23' 37''$  West 98.40 feet to the beginning of a tangent 100.00 foot radius curve, concave Southeasterly; thence Westerly along the arc of said curve through a central angle of  $06^{\circ} 18' 37''$  a distance of 11.01 feet to a point on the Westerly line of land described in Deed to Rick Dupree recorded July 31, 1985 as file no. 85-273609 Official Records.

The sidelines of said 40 foot strip to be lengthened and/or shortened so as to terminate at the Easterly line of the Northeast quarter of the Southwest quarter of said section 30 and the Westerly line of said Dupree land.

**Parcel 4:**

An easement and right of way for road and utility purposes over, under, along and across that portion of section 30, township 15 South, range 2 East, San Bernardino Base and Meridian, in the County of San Diego, State of California, according to the official plat thereof lying within a strip of land 40.00 feet wide, together with the right to construct and maintain slopes required to construct Road to County standards, the center line of said strip being described as follows:

Beginning at the Northeasterly corner of the Northwest quarter of the Southwest quarter of said section 30; thence South  $00^{\circ} 55' 52''$  West 120.37 feet along the Easterly line of said Northwest quarter of the southwest quarter to the point of beginning of the center line of a 22' Road Easement Per Doc. No. 1999-0190104 of Official Records dated, March 24, 1999; thence departing said Easterly line along said center line, South  $85^{\circ} 48' 44''$  West 184.43 feet; thence North  $89^{\circ} 23' 37''$  West 98.40 feet to the beginning of a tangent 100.00 foot radius curve, concave Southeasterly; thence Westerly along the arc of said curve through a central angle of  $06^{\circ} 18' 37''$  a distance of 11.01 feet to a point on the Westerly line of land described in Deed to Rick Dupree recorded July 31, 1985 as file no. 85-273609, Official Records; thence South  $83^{\circ} 52' 13''$  West 102.44 feet to the beginning of a tangent 200.00 foot radius curve, concave Northeasterly; thence Westerly along the arc of said curve through a central angle of  $36^{\circ} 12' 37''$  a distance

***Legal description Continued***

of 126.40 feet; thence North  $59^{\circ} 55' 09''$  West 68.73 feet to the beginning of a tangent 100.00 foot radius curve, concave Northeasterly; thence Northwesterly along the arc of said curve through a central angle of  $20^{\circ} 09' 46''$  a distance of 35.19 feet; thence North  $39^{\circ} 45' 23''$  West 90.95 feet to the true point of beginning, also being a point on the Northerly line of the East 695 of the Northwest quarter of the Southwest quarter of section 30, township 15 South, range 2 East, San Bernardino Meridian; thence North  $39^{\circ} 45' 23''$  West 17.39 feet to the beginning of a tangent 100.00 foot radius curve, concave Southwesterly; thence Northwesterly along the arc of said curve through a central angle of  $13^{\circ} 28' 55''$  a distance of 23.53 feet; thence North  $53^{\circ} 14' 18''$  West 291.28 feet to the beginning of a tangent 100.00 foot radius curve, concave Southwesterly; thence Northwesterly along the arc of said curve through a central angle of  $18^{\circ} 20' 27''$  a distance of 32.01 feet; thence North  $71^{\circ} 34' 45''$  West 149.67 feet to the beginning of a tangent 100.00 foot radius curve, concave Southwesterly; thence Westerly along the arc of said curve through a central angle of  $09^{\circ} 33' 09''$  a distance of 16.67 feet; thence North  $81^{\circ} 07' 54''$  West 187.66 feet to the beginning of a tangent 100.00 foot radius curve, concave Southwesterly; thence Northwesterly along the arc of said curve through a central angle of  $29^{\circ} 07' 19''$  a distance of 50.83 feet; thence South  $69^{\circ} 44' 47''$  West 100.19 to a point on the Westerly line of the South half of lot 2 of section 30, township 15 South, range 2 East, according to official plat thereof, lying West of the center line of the creek as said creek existed August 30, 1945 described in Deed to Francis O. Lonergan recorded December 28, 1956 in book 6398, page 429 of Official Records.

The sidelines of said 40 foot strip to be lengthened and/or shortened so as to terminate at the Westerly line of said portion of lot 2 section 30, township 15 South, range 2 East, according to official plat thereof, lying West of the center line of the creek as said creek existed August 30, 1945 described in Deed to Francis O. Lonergan, recorded December 28, 1956 in book 6398, page 429 of Official Records.



804815-33

7859

**Parcel 1:**

The South half of the Northeast quarter of section 25, township 15 South, range 1 East, San Bernardino Meridian, in the County of San Diego, State of California, according to the official plat thereof, and that portion of the South half of lot 2 of section 30, township 15 South, range 2 East, San Bernardino Meridian, according to official plat thereof, lying West of the center line of the Creek as said Creek existed August 30, 1945, described in Deed to Francis O. Lonergan, recorded December 28, 1956 in book 6396, page 429 of Official Records, described as a whole as follows:

Beginning at the Northwest corner of the southwest quarter of the Southwest quarter of the Northwest quarter of section 30 township 15 South, range 2 East, San Bernardino Meridian; thence South 80° 00' 32" East 550.70 feet to a point on a non-tangent 110.00 foot radius curve concave to the Northwest, with a radial bearing of North 88° 12' 03" East; thence Southerly along said curve through a central angle of 49° 49' 37" a distance of 95.66 feet; thence South 48° 01' 40" West 26.12 feet to the beginning of a tangent 5.00 foot radius curve concave to the East, thence Southerly along said curve through a central angle of 82° 33' 04" a distance of 7.20 feet to the beginning of a tangent 40.00 foot radius curve concave to the Northeast, thence Southerly along said curve through a central angle of 28° 10' 32" a distance of 19.67 feet; thence South 62° 41' 56" East 100.09 feet to the beginning of a tangent 90.00 foot radius curve concave to the West, thence Southerly along said curve through a central angle of 92° 37' 30" a distance of 145.50 feet to the beginning of a tangent 30.00 foot radius curve concave to the East, thence Southerly along said curve through a central angle of 79° 08' 12" a distance of 41.44 feet; thence South 49° 12' 38" East 47.00 feet to the beginning of a tangent 135.00 foot radius curve concave to the Southwest, thence Southerly along said curve through a central angle of 27° 59' 25" a distance of 65.95 feet to the beginning of a tangent 105.00 foot radius curve concave to the Northeast, thence Southerly along said curve through a central angle of 46° 20' 37" a distance of 84.93 feet to the beginning of a tangent 135.00 foot radius curve concave to the Southwest, thence Southerly along said curve through a central angle of 39° 38' 42" a distance of 93.41 feet; thence South 27° 55' 08" East 94.00 feet to the beginning of a tangent 120.00 foot radius curve concave to the Northeast, thence Southerly along said curve through a central angle of 39° 34' 02" a distance of 82.87 feet; thence North 89° 09' 37" West 55.86 feet to a point on a non-tangent 150.00 foot radius curve concave to the Northeast, with a radial bearing of North 42° 44' 23" East; thence Northerly along said curve through a central angle of 19° 20' 29" a distance of 50.64 feet; thence North 27° 55' 08" West 94.00 feet to the beginning of a tangent 105.00 foot radius curve concave to the Southwest, thence Northerly along said curve through a central angle of 39° 38' 42" a distance of 72.65 feet to the beginning of a tangent 135.00 foot radius curve concave to the Northeast, thence Northerly along said curve through a central angle of 46° 20' 37" a distance of 109.19 feet to the beginning of a tangent 105.00 foot radius curve concave to the Southwest, thence Northerly along said curve through a central angle of 27° 59' 25" a distance of 51.29 feet; thence North 49° 12' 38" West 47.00 feet; thence North 40° 25' 30" West 416.08 feet; thence North 89° 00' 32" West 351.85 feet; thence South 00° 42' 44" West 628.74 feet; thence South 89° 47' 05" West 2585.99 feet; thence North 00° 12' 39" East 1369.75 feet; thence North 89° 33' 21" East 2597.65 feet; thence South 00° 42' 44" West 669.25 feet to the true point of beginning.

As described in Certificate of Compliance recorded January 13, 2005 as file no. 2005-0033200 of Official Records of San Diego County.

***Legal description Continued*****Parcel 2:**

An easement and right of way for road and utility purposes over, under, along and across that portion of section 30, township 15 South, range 2 East, San Bernardino Base and Meridian, in the County of San Diego, State of California, according to the official plat thereof lying within a strip of land 40.00 feet wide, together with the right to construct and maintain slopes required to construct Road to County standards, the center line of said strip being described as follows:

Beginning at the Northeasterly corner of the Northwest quarter of the Southwest quarter of said section 30; thence South 00° 55' 52" West 120.37 feet along the Easterly line of said Northwest quarter of the Southwest quarter to the point of beginning of the center line of a 22' Road Easement per Doc. No. 1999-0190104 of Official Records dated, March 24, 1999; thence departing said Easterly line along said center line, South 85° 48' 44" West 184.43 feet; thence North 89° 23' 37" West 98.40 feet to the beginning of a tangent 100.00 foot radius curve, concave Southeasterly; thence Westerly along the arc of said curve through a central angle of 06° 18' 37" a distance of 11.01 feet to the true point of beginning, also being a point on the Westerly line of land described in Deed to Rick Dupree recorded July 31, 1985 as file no. 85-273609, Official Records; thence South 83° 52' 13" West 102.44 feet to the beginning of a tangent 200.00 foot radius curve, concave Northeasterly; thence Westerly along the arc of said curve through a central angle of 36° 12' 37" a distance of 126.40 feet; thence North 59° 55' 09" West 68.73 feet to the beginning of a tangent 100.00 foot radius curve, concave Northeasterly; thence Northwesterly along the arc of said curve through a central angle of 20° 09' 46" a distance of 35.19 feet; thence North 39° 45' 23" West 90.95 feet to a point on the Northerly line of the East 695 of the Northwest quarter of the Southwest quarter of section 30, township 15 South, range 2 East, San Bernardino Meridian.

**EXHIBIT "D"**

REALTY & MORTGAGE CO., FORM 74-B-0E  
DEED OF TRUST AND ASSIGNMENT OF RENTS

RECORDING REQUESTED BY:  
**CALIFORNIA TITLE COMPANY**  
WHEN RECORDED MAIL TO:

REALTY & MORTGAGE CO.  
7777 Alvarado Road, Suite 271  
La Mesa, California 91941-3645

10887X

DOC # 2007-0554414

AUG 20, 2007 4:59 PM

OFFICIAL RECORDS  
SAN DIEGO COUNTY RECORDER'S OFFICE  
GREGORY J. SMITH, COUNTY RECORDER

FEES: 28.00 WAYS: 2  
PAGES: 5 DA: 1

ESCROW NO. 2705

TITLE NO. 898952-33

2007-0554414

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**DEED OF TRUST WITH ASSIGNMENT OF RENTS**  
(SHORT FORM)

This DEED OF TRUST, made August 20, 2007, between  
Steel Frame Building Systems, Inc., J. L. Daley, Pres.  
herein called TRUSTOR,

whose address is 211 Bullard Lane, Alpine, Ca. 91901  
(Number and Street) (City) (State)

ALLISON-McCLOSKEY ESCROW COMPANY, a California corporation, herein called TRUSTEE, and  
The Ashley 1989 Trust under Declaration of Trust dated August 11, 1989  
Melanie Joy Kelley, Successor Trustee

, herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the

County of San Diego

, State of California, described as:

APN 403-011-31 &amp; 399-020-05

As per legal attached and made a part hereto:

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) payment of the sum of \$ 350,000.00 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof, (2) the performance of each agreement of Trustor incorporated by reference or contained herein and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1984, and in all other counties August 18, 1984, in the book

(continued on reverse side)

and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of each county, namely:

10387 A

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1208	558	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-61	Lake	437	110	Plumas	106	1307	Stanislaus	988	782
Amador	133	438	Lassen	192	387	Riverside	3778	347	Sutter	1287	621
Butte	1338	513	Los Angeles	T-3878	874	Sacramento	5089	124	Tehama	2887	437
Calaveras	105	338	Maricopa	911	138	San Benito	308	405	Trinity	1878	88
Colusa	323	391	Marina	1848	122	San Bernardino	6218	788	Yuba	855	585
Contra Costa	4884	1	Matanzas	80	453	San Francisco	A-804	586			
Del Norte	101	548	Merced	887	98	San Jose	2805	283			
El Dorado	704	835	Monterey	1680	733	San Luis Obispo	1311	137			
Freddie	5082	623	Moraga	191	93	San Mateo	4778	175			
Glenn	488	78	Napa	88	302	Santa Barbara	2885	881			
Humboldt	801	83	Nevada	357	238	Santa Clara	8888	884			
Imperial	1188	701	Orange	784	742	Santa Cruz	1688	887			
Inyo	105	872		883	94	Shasta	808	883			
Kern	3758	880		7182	18	San Diego	SERIES 6	Book 1864, Page 148774			

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and make a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

Notwithstanding the provisions of the Fictitious Deeds of Trust referred to above, rate of interest referred to in Subdivision A, paragraph 5 and Subdivision B, paragraph 6 of the Fictitious Deeds of Trust shall be computed at the rate of interest shown in the Note secured by this Deed of Trust.

This Deed of Trust is given and accepted upon the express provision that should the property hereinbefore described, or any part thereof, be conveyed, or sold by Agreement for Sale of Real Estate, or further encumbered, either voluntarily or involuntarily or by operation of law, or if any additional advance be made under a prior encumbrance, without the written consent of the Beneficiary, then and in that event all sums secured hereby shall, at the option of the Beneficiary, become immediately due and payable.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

STATE OF CALIFORNIA  
COUNTY OF San Diego  
On August 20, 2007  
Weldon W. Griffin  
personally appeared J. L. Daley

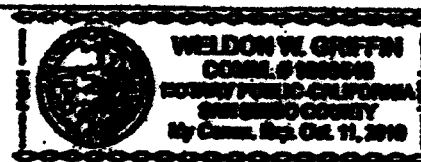
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) have subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Weldon W. Griffin

Signature of Trustor  
Steel Frame Building Systems, Inc.

J. L. Daley, President



(This area for official notarial seal)

(continued on next page)

EXHIBIT

Order No. 898952-33

**Exhibit "A"****10888****Parcel 1:**

The South half of the Northeast quarter of section 25, township 15 South, range 1 East, San Bernardino Meridian, in the County of San Diego, State of California, according to the official plat thereof, and that portion of the South half of lot 2 of section 30, township 15 South, range 2 East, San Bernardino Meridian, according to official plat thereof, lying West of the center line of the Creek as said Creek existed August 30, 1945, described in Deed to Francis O. Lonergan, recorded December 28, 1956 in book 6398, page 429 of Official Records, described as a whole as follows:

Beginning at the Northwest corner of the southwest quarter of the Southwest quarter of the Northwest quarter of section 30 township 15 South, range 2 East, San Bernardino Meridian; thence South  $80^{\circ} 00' 32''$  East 538.70 feet to a point on a non-tangent 110.00 foot radius curve concave to the Northwest, with a radial bearing of North  $88^{\circ} 12' 03''$  East; thence Southerly along said curve through a central angle of  $49^{\circ} 49' 37''$  a distance of 95.66 feet; thence South  $48^{\circ} 01' 48''$  West 26.12 feet to the beginning of a tangent 5.00 foot radius curve concave to the East, thence Southerly along said curve through a central angle of  $82^{\circ} 33' 04''$  a distance of 7.20 feet to the beginning of a tangent 40.00 foot radius curve concave to the Northeast, thence Southerly along said curve through a central angle of  $28^{\circ} 10' 32''$  a distance of 19.67 feet; thence South  $62^{\circ} 41' 56''$  East 100.89 feet to the beginning of a tangent 30.00 foot radius curve concave to the West, thence Southerly along said curve through a central angle of  $92^{\circ} 37' 30''$  a distance of 145.50 feet to the beginning of a tangent 30.00 foot radius curve concave to the East, thence Southerly along said curve through a central angle of  $79^{\circ} 08' 12''$  a distance of 41.44 feet; thence South  $49^{\circ} 12' 38''$  East 47.00 feet to the beginning of a tangent 135.00 foot radius curve concave to the Southwest, thence Southerly along said curve through a central angle of  $27^{\circ} 59' 25''$  a distance of 63.95 feet to the beginning of a tangent 105.00 foot radius curve concave to the Northeast, thence Southerly along said curve through a central angle of  $46^{\circ} 20' 37''$  a distance of 84.93 feet to the beginning of a tangent 135.00 foot radius curve concave to the Southwest, thence Southerly along said curve through a central angle of  $39^{\circ} 38' 42''$  a distance of 93.41 feet; thence South  $27^{\circ} 53' 08''$  East 94.00 feet to the beginning of a tangent 120.00 foot radius curve concave to the Northeast, thence Southerly along said curve through a central angle of  $39^{\circ} 34' 02''$  a distance of 82.87 feet; thence North  $89^{\circ} 09' 37''$  West 55.86 feet to a point on a non-tangent 150.00 foot radius curve concave to the Northeast, with a radial bearing of North  $42^{\circ} 44' 23''$  East; thence Northerly along said curve through a central angle of  $19^{\circ} 20' 29''$  a distance of 50.64 feet; thence North  $27^{\circ} 53' 08''$  West 94.00 feet to the beginning of a tangent 105.00 foot radius curve concave to the Southwest, thence Northerly along said curve through a central angle of  $39^{\circ} 38' 42''$  a distance of 72.65 feet to the beginning of a tangent 135.00 foot radius curve concave to the Northeast, thence Northerly along said curve through a central angle of  $46^{\circ} 20' 37''$  a distance of 109.19 feet to the beginning of a tangent 105.00 foot radius curve concave to the Southwest, thence Northerly along said curve through a central angle of  $27^{\circ} 59' 25''$  a distance of 51.29 feet; thence North  $49^{\circ} 12' 38''$  West 47.00 feet; thence North  $40^{\circ} 23' 30''$  West 416.08 feet; thence North  $89^{\circ} 00' 32''$  West 351.85 feet; thence South  $00^{\circ} 42' 44''$  West 628.74 feet; thence South  $89^{\circ} 47' 05''$  West 2585.99 feet; thence North  $00^{\circ} 12' 39''$  East 1369.75 feet; thence North  $89^{\circ} 33' 21''$  East 2597.65 feet; thence South  $00^{\circ} 42' 44''$  West 669.25 feet to the true point of beginning.

As described in Certificate of Compliance recorded January 13, 2005 as file no. 2005-0033200 of Official Records of San Diego County.

**Parcel 2:**

An easement and right of way for road and utility purposes over, under, along and across that portion of section 30, township 15 South, range 2 East, San Bernardino Base and Meridian, in the County of San Diego, State of California, according to the official plat thereof lying within a strip of land 40.00 feet wide, together with the right to construct and maintain slopes required to construct Road to County standards, the center line of said strip being described as follows:

Beginning at the Northeasterly corner of the Northwest quarter of the Southwest quarter of said section 30; thence South  $00^{\circ} 53' 52''$  West 120.37 feet along the Easterly line of said Northwest quarter of the Southwest quarter to the point of beginning of the center line of a 22' Road Easement per Doc. No. 1999-0190104 of Official Records dated, March 24, 1999; thence departing said Easterly line along said center line, South  $83^{\circ} 48' 44''$  West 184.43 feet; thence North  $89^{\circ} 23' 37''$  West 98.40 feet to the beginning of a tangent 100.00 foot radius curve, concave Southeasterly; thence Westerly along the arc of said curve through a central angle of  $06^{\circ} 18' 37''$  a distance of 11.01 feet to the true point of beginning, also being a point on the Westerly line of land described in Deed to Rick Dupree recorded July 31, 1985 as file no. 85-273609, Official Records; thence South  $83^{\circ} 52' 13''$  West 102.44 feet to the beginning of a tangent 200.00 foot radius curve, concave Northeasterly; thence Westerly along the arc of said curve through

*Legal description Continued*

**EXHIBIT**

10889

Order No. 898952-33

a central angle of  $36^{\circ} 12' 37''$  a distance of 126.40 feet; thence North  $59^{\circ} 55' 09''$  West 68.73 feet to the beginning of a tangent 100.00 foot radius curve, concave Northeasterly; thence Northeasterly along the arc of said curve through a central angle of  $20^{\circ} 09' 46''$  a distance of 35.19 feet; thence North  $39^{\circ} 45' 23''$  West 90.95 feet to a point on the Northerly line of the East 695 of the Northwest quarter of the Southwest quarter of section 30, township 15 South, range 2 East, San Bernardino Meridian.

The sidelines of said 40 foot strip to be lengthened and/or shortened so as to terminate at the Northerly line of the East 695 of the Northwest quarter of the Southwest quarter of section 30, township 15 South, range 2 East, San Bernardino Meridian.

**Parcel 3:**

An easement and right of way for road and utility purposes over, under, along and across that portion of lot 3 in section 30, township 15 South, range 2 East, San Bernardino Base and Meridian, in the County of San Diego, State of California, according to the official plat thereof lying within a strip of land 40.00 feet wide, together with the right to construct and maintain slopes required to construct Road to County Standards, the center line of said strip being described as follows:

Beginning at the Northeasterly corner of the Northwest quarter of the Southwest quarter of said section 30; thence South  $00^{\circ} 55' 52''$  West 120.37 feet along the Easterly line of said Northwest quarter of the Southwest quarter to the true point of beginning of said center line; thence South  $83^{\circ} 48' 44''$  West 184.43 feet; thence North  $89^{\circ} 23' 37''$  West 98.40 feet to the beginning of a tangent 100.00 foot radius curve, concave Southeasterly; thence Westerly along the arc of said curve through a central angle of  $06^{\circ} 18' 37''$  a distance of 11.01 feet to a point on the Westerly line of land described in Deed to Rick Dupree recorded July 31, 1985 as file no. 85-273609 Official Records.

The sidelines of said 40 foot strip to be lengthened and/or shortened so as to terminate at the Easterly line of the Northeast quarter of the Southwest quarter of said section 30 and the Westerly line of said Dupree land.

**Parcel 4:**

An easement and right of way for road and utility purposes over, under, along and across that portion of section 30, township 15 South, range 2 East, San Bernardino Base and Meridian, in the County of San Diego, State of California, according to the official plat thereof lying within a strip of land 40.00 feet wide, together with the right to construct and maintain slopes required to construct Road to County standards, the center line of said strip being described as follows:

Beginning at the Northeasterly corner of the Northwest quarter of the Southwest quarter of said section 30; thence South  $00^{\circ} 55' 52''$  West 120.37 feet along the Easterly line of said Northwest quarter of the Southwest quarter to the point of beginning of the center line of a 22' Road Easement Per Doc. No. 1999-0190104 of Official Records dated, March 24, 1999; thence departing said Easterly line along said center line, South  $83^{\circ} 48' 44''$  West 184.43 feet; thence North  $89^{\circ} 23' 37''$  West 98.40 feet to the beginning of a tangent 100.00 foot radius curve, concave Southeasterly; thence Westerly along the arc of said curve through a central angle of  $06^{\circ} 18' 37''$  a distance of 11.01 feet to a point on the Westerly line of land described in Deed to Rick Dupree recorded July 31, 1985 as file no. 85-273609, Official Records; thence South  $83^{\circ} 52' 13''$  West 182.46 feet to the beginning of a tangent 200.00 foot radius curve, concave Northeasterly; thence Westerly along the arc of said curve through a central angle of  $36^{\circ} 12' 37''$  a distance of 126.40 feet; thence North  $59^{\circ} 55' 09''$  West 68.73 feet to the beginning of a tangent 100.00 foot radius curve, concave Northeasterly; thence Northeasterly along the arc of said curve through a central angle of  $20^{\circ} 09' 46''$  a distance of 35.19 feet; thence North  $39^{\circ} 45' 23''$  West 90.95 feet to the true point of beginning, also being a point on the Northerly line of the East 695 of the Northwest quarter of the Southwest quarter of section 30, township 15 South, range 2 East, San Bernardino Meridian; thence North  $39^{\circ} 45' 23''$  West 17.39 feet to the beginning of a tangent 100.00 foot radius curve, concave Southwesterly; thence Northwesterly along the arc of said curve through a central angle of  $13^{\circ} 28' 55''$  a distance of 23.53 feet; thence North  $53^{\circ} 14' 18''$  West 291.28 feet to the beginning of a tangent 100.00 foot radius curve, concave Southwesterly; thence Northwesterly along the arc of said curve through a central angle of  $18^{\circ} 28' 27''$  a distance of 32.81 feet; thence North  $71^{\circ} 34' 45''$  West 149.67 feet to the beginning of a tangent 100.00 foot radius curve, concave Southwesterly; thence Westerly along the arc of said curve through a central angle of  $02^{\circ} 33' 09''$  a distance of 16.67 feet; thence North  $81^{\circ} 07' 54''$  West 187.66 feet to the beginning of a tangent 100.00 foot radius curve, concave Southwesterly; thence Northwesterly along the arc of said curve through a central angle of  $29^{\circ} 07' 19''$  a distance of 50.83 feet; thence South  $69^{\circ} 44' 47''$  West 108.19 to a point on the Westerly line of the South half of lot 2 of section 30, township 15 South, range 2 East, according to official plat thereof, lying West of the center line of the creek as said creek existed August 30, 1945 described in Deed to Francis O. Lontgren recorded December 28, 1956 in book 6396, page 429 of Official Records.

The sidelines of said 40 foot strip to be lengthened and/or shortened so as to terminate at the Westerly line of said portion of lot 2 section 30, township 15 South, range 2 East, according to official plat thereof, lying West of the center line of the creek as said

EXHIBIT

**EXHIBIT "E"**



78022591-5

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

**2007-0554412**

**EXHIBIT**

BA